

RECORDATION NO. 25533 - 6 FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N W  
SUITE 301  
WASHINGTON, D C

APR 01 '10 -12 00 AM

**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

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April 1, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Notice of Sale of Locomotives No. 6, dated as of March 31, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Railroad Equipment Security Agreement and Amendment No. 1 to Railroad Equipment Security Agreement previously filed with the Board under Recordation Numbers 25533 and 25533-A.

The name and address of the party to the enclosed document are:

Buyer: Canadian National Railway Company  
935 de la Gauchetiere Street West  
Montreal, Quebec  
Canada H3B 2M9

[Seller: Electro-Motive Canada Co.  
(f/k/a EMD Canada Acquisition Co.)  
c/o Electro-Motive Diesel, Inc.  
9301 W. 55th Street  
La Grange, IL 60525]

Section Chief  
April 1, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document is:

29 SD70M-2 diesel-electric locomotives CN 8885 and CN 8887 - CN 8914.

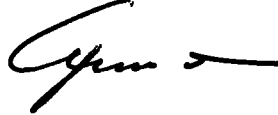
A short summary of the document to appear in the index is:

Notice of Sale of Locomotives No. 6.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

(EMD / CN - 2010)

APR 01 '10 -12 00 AM

**NOTICE OF SALE OF LOCOMOTIVES NO. 6 SURFACE TRANSPORTATION BOARD**

**THIS NOTICE OF SALE OF LOCOMOTIVES NO. 6** is made as of March 31, 2010 by **Canadian National Railway Company ("CN")**.

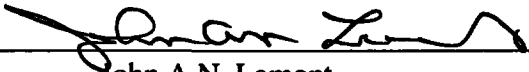
**WITNESSETH:**

1. **Electro-Motive Canada Co.** (formerly known as *EMD Canada Acquisition Co.*) ("EMD") and **Wachovia Capital Finance Corporation** (formerly known as *Congress Financial Corporation (Central)*) ("Wachovia") entered into a Railroad Equipment Security Agreement dated April 4, 2005 (the "Original Security Agreement") whereby EMD granted to Wachovia a security interest in, among other things, all hereafter existing locomotives manufactured by EMD;
2. The Original Security Agreement was (i) filed at the Surface Transportation Board (the "STB") on April 5, 2005 at 11:28 A.M. with primary recordation number 25533 and (ii) deposited at the Registrar General of Canada (the "RGC") on April 18, 2005 at 11:24 A.M. with document key 16536;
3. EMD and Wachovia entered into an Amendment No. 1 to Railroad Security Agreement dated as of October 3, 2007 (the "Amendment No. 1" which, together with the Original Security Agreement, being the "Security Agreement") which, among other things, provided that upon any sale of a locomotive to a railroad company in the 'ordinary course' of EMD's business, and the payment in full of the purchase price therefor, the security interest of Wachovia in such locomotive shall automatically terminate;
4. The Amendment No. 1 was (i) filed at the STB on October 24, 2007 at 11:40 A.M. with secondary recordation number 25533-A and (ii) deposited at the RGC on November 14, 2007 at 2:56 P.M. with document key 18930; and
5. In the period January through March, 2010, CN purchased, in the ordinary course of business from EMD with full payment of the purchase price therefor, the twenty-nine (29) newly manufactured SD70M-2 diesel-electric locomotives marked **CN 8885 and CN 8887 through CN 8914** (the "Equipment") as evidenced by the bills of sale therefor attached hereto as 'Appendix J.'

**NOW THEREFORE**, for good and valuable consideration, CN has executed this Notice of Sale No. 6 for the sole purpose of evidencing upon the public record the automatic termination of the security interest, created pursuant to the Security Agreement, in the Equipment.

**IN WITNESS WHEREOF**, CN has executed this Notice of Sale No. 6 as of the date first above written and, the undersigned declares under penalty of perjury that he holds the title indicated below and that the execution of this Notice of Sale No. 6 was the free act and deed of CN.

**CANADIAN NATIONAL RAILWAY COMPANY**

By:   
John A.N. Lamont  
Senior Manager Asset Finance

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8885

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By: Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8887

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name Thomas W. Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8888

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 17<sup>th</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units").

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8889

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 29<sup>th</sup> day of January, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name Thomas W Rissman

Title Vice President and General Counsel



## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8890

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of February, 2010

ELECTRO-MOTIVE CANADA CO

By. Thomas W. Rissman

Name. Thomas W. Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8891

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 18<sup>th</sup> day of February, 2010

ELECTRO-MOTIVE CANADA CO

By: Thomas W. Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units").

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8892

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 18<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By. Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units").

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8893

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 12<sup>th</sup> day of February, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8894

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 12<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W. Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8895

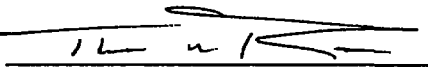
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 12<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO.

By 

Name Thomas W Rissman

Title. Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units").

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8896

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 18<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By 

Name Thomas W. Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8897

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 12<sup>th</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By: [Signature]

Name Thomas W Rissman

Title Vice President and General Counsel



## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units").

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8898

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 19<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By: Thomas W. Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8899

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 22<sup>nd</sup> day of February, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8900

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 26<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8901

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8902

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co. ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8903

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 26<sup>th</sup> day of February, 2010.

ELECTRO-MOTIVE CANADA CO

By. Thomas W. Rissman

Name Thomas W. Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8904

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 1<sup>st</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W. Rissman  
Name: Thomas W. Rissman  
Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8905


Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 11<sup>th</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO

By 

Name: Thomas W. Rissman

Title: Vice President and General Counsel



## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8906

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 12<sup>th</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name Thomas W. Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8907

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 31<sup>st</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W. Rissman

Name: Thomas W Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8908

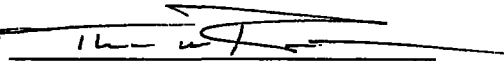
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 26<sup>th</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By 

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8909

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 26<sup>th</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8910

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 22<sup>nd</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO.

By 

Name: Thomas W. Rissman

Title: Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units")

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8911

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 22<sup>nd</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By Thomas W. Rissman

Name: Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8912

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 29<sup>th</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO

By. Thomas W. Rissman

Name Thomas W Rissman

Title Vice President and General Counsel

## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8913

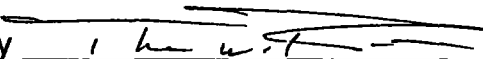
Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units.

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 29<sup>th</sup> day of March, 2010

ELECTRO-MOTIVE CANADA CO

By 

Name Thomas W Rissman

Title Vice President and General Counsel



## APPENDIX J

### BILL OF SALE

Electro-Motive Canada Co ("Seller"), in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration paid by Canadian National Railway Company ("Buyer") the receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the following units of railroad equipment (the "Units"):

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
1	SD70M-2	8914

Seller hereby warrants to Buyer, its successors and assigns, that, at the date hereof, Seller has legal title to the Units and good and lawful right to sell such Units, and that title to the Units is free of all claims, liens, security interests and other encumbrances arising by, through or under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Buyer all of Seller's right, title and interest in and to the Units

Seller covenants and agrees that it will defend such title to the Units against the demands of all persons whomsoever based on claims originating or arising (i) prior to the date hereof, regardless of when such claims are asserted, or (ii) on or after the date hereof, if such claims are based on actions of the Seller on or after the date hereof.

The purchase and sale of the Units is governed by and subject to the terms of the Purchase Agreement dated July 21, 2009 between Seller and Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative this 31<sup>st</sup> day of March, 2010.

ELECTRO-MOTIVE CANADA CO.

By Thomas W. Rissman

Name: Thomas W Rissman

Title: Vice President and General Counsel